IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO. 374 OF 2005
IN
EXECUTION APPLICATION NO. 297/298 OF 2000

Giriraj D. Dwarkadas & Ors. ... Plaintiff

Versus

Govindsaran Gaurishankar & ors. ... Defendants

Mr. K.R. Dhanuka for Applicants.

Mr. Basand Tilokani for Defendant No. 5(A).

CORAM : A.M. KHANWILKAR,J.
DATED : JUNE 28, 2005

P.C.

. Heard counsel for the parties. Perused the pleadings. The relief claimed in this chamber summons is essentially for appointment of Court Receiver, High Court Bombay as Receiver in execution in respect of the assets of the said partnership described in Exh. B to the plaint save and except Clause No. 4 which is disposed of. The consequential reliefs are claimed in the application.However, it is rightly brought to my notice that relief of appointment of Court Receiver has been pressed into service on behalf of the applicants atleast on four occasions in the past. That relief was expressly prayed in Contempt Petition No. 79 of 1998, thereafter in Contempt Petition No. 92 of 2000, in Notice of Motion No.

2443 of 2001 and lastly in Contempt Petition No. 11 of 2003. This position is not disputed.

. If it is so, the applicant cannot be permitted to take out fresh application for the same relief. The remedy of the applicant will be elsewhere, but not by way of fresh chamber summons for the same relief. My attention is invited to the Orders passed by this court on 14.9.2000, 23.3.2003, 23.7.2003 in each of these matters which were before this court, the very relief of appointment of Court Receiver was prayed on behalf of the applicant. It is also seen that the applicant had filed Contempt Petition No. 11 of 2003 which came to be dismissed as similar reliefs were prayed by him in earlier Contempt Petition No. 93 of 2003. The court imposed exemplary cost for taking out multiple proceedings for same relief as can be seen from the order dated 27.3.2003. However, the cost so imposed in order dated 27.3.2003, I am informed has not been deposited by the applicant so far. If this is the conduct of the applicant, no indulgence is warranted in the present application.

. The grievance of the applicant as canvassed across the bar by Mr. Dhanuka, that defendants in particular defendant Nos. 5(a) and 20 be required

to submit accounts to the Commissioner. This submission clearly overlooks the position that consent decree has been passed by this court which makes no reference to requirement of giving accounts to the commissioner. The commissioner is appointed for the limited purpose of disposing of the properties of the partnership firm. The commissioner is in the process of disposing of the properties in view of the consent terms dated 11.7.1988.

. It was then contended by Mr. Dhanuka that relief of Clause (a) of the consent terms it was agreed that defendant Nos. 5(a) and 20 are required to provide accounts regarding liabilities in respect of the properties discharged by them. According to applicant, said defendant have not discharged the entire liability in respect of the suit property. That aspect will have to be considered by the Commissioner. As mentioned earlier, the Commissioner is already seized of the issues arising out of consent terms between the parties. No interference is warranted. Hence, chamber summons dismissed with costs.

(A.M. KHANWILKAR,J.)